



CITY OF ATLANTA

Shirley Franklin
Mayor

SUITE 1790
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPB
Chief Procurement Officer
asmith@atlantaga.gov

February 4, 2009

ATTENTION INTERESTED BIDDERS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a bid for C-617, Emergency Procurement for Recyclables Processing on behalf of the Department of Public Works.

The City of Atlanta (the "City") is soliciting emergency bids from qualified contractors to provide all labor, equipment, materials, tools, supervision and insurance along with all other items necessary for the processing of recyclable goods.

Services are needed to process at least 800 tons of comingled recyclables per week beginning immediately upon notice to proceed, which is anticipated on or before Monday, February 9, 2009.

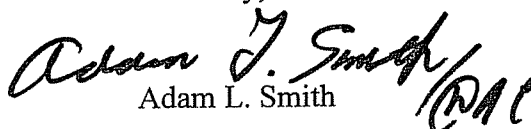
Your response to this emergency invitation to bid **MUST** be received via fax or by designated staff of the DOP at 55 Trinity Avenue, S.W., City Hall South, Suite 1790, Atlanta, Georgia, 30303, **no later than 9:00 AM, Thursday, February 5, 2009.** The facsimile number is (404) 658-7705.

The bid document is attached. If you have any questions regarding this project, please contact Ms. Kimberly Lyons, Contracting Officer, at (404) 865-8521, or by email at klyons@atlantaga.gov.

The City reserves the right to cancel any and all solicitations and to accept to reject, in whole or in part, any and all bids when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,


Adam L. Smith

ALS/cam

EMERGENCY AGREEMENT
FOR
C-617, EMERGENCY RECYCLABLES PROCESSING



ATLANTA, GEORGIA

Shirley Franklin
Mayor
City of Atlanta

Joseph Basista
Commissioner
Department of Public Works

Adam L. Smith, Esq., CPPB
Chief Procurement Officer
Department of Procurement

CITY OF ATLANTA
EMERGENCY REQUEST FOR PROPOSAL/QUOTE
FOR
C-617, RECYCLABLES PROCESSING

Scope of Services:

1. The purpose of this emergency request is to obtain quotes for processing of single stream recyclables collected by the City of Atlanta (the "City") and the Department of Public Works ("DPW") crews. *The duration of the agreement for services will be for at least twelve months, but not to exceed eighteen months.*
2. Information provided in response to this solicitation will be used by the City to establish an agreement with a qualified source that shall furnish processing services including all labor, equipment, materials, tools, insurance, supervision and all other items necessary and specified for the processing of recyclable goods.
3. Processor must provide one (1) copy each of all licenses and permits to provide recycling processing services.
4. Processor must provide certification of ability to accept and process at least 800 tons of comingled recyclables per week beginning immediately upon notice to proceed. Notice to proceed anticipated to be issued on or before February 9, 2009.
5. Processor must provide a general description of processing methods and disposition of materials after processing.
6. Processor must be able to accept for processing the following comingled materials:
 - A. Old Newspaper, Office Paper, Mixed Paper, Shredded Paper, Old Corrugated Cardboard, Boxboard, Junk Mail, Envelopes, Telephone Directories, Magazines, Catalogues, Aluminum Cans, Glass Bottles and Jars, Steel/Tin Cans, Plastic Bottles #1 and #2;

- B. Approximately 50 – 100 tons of recyclables a day; estimated percentages by weight of commodities as follows
- i. ONP – 40%
 - ii. Mixed Paper – 35%
 - iii. Glass – 17%
 - iv. Plastic – 5%
 - v. Steel cans – 2%
 - vi. Aluminum – less than 1%
 - vii. Old Corrugated Cardboard -a new addition to the curbside collection program so percentages are not available
- C. Currently deliveries will be made every-other-week, beginning February 9, 2009;
- D. Minimum hours of operation required Monday through Thursday from 7 a.m. to 7 p.m.; or as needed to include Friday, Saturday, holidays, and non-regularly scheduled collection weeks.
- E. Processor must provide location information and map to processing facility which includes:
- i. Distance from 55 Trinity Ave SW, 30303;
 - ii. Suggested route to facility;
 - iii. Map must be of a scale that makes potential haul routes easily identified.

Quotes should be expressed in the form of dollars based on the length of the agreement.

All submittals should be made via FAX and time stamped via FAX or hand delivered no later than Thursday, February 5, 2009 at 9:00 a.m. to:

City of Atlanta
Department of Procurement
55 Trinity Avenue, City Hall South
Suite 1790
Atlanta, Georgia 30303
(404) 865-8521 - Facsimile: (404) 658-7705
Attention: Kimberly Lyons, Contracting Officer

IF NOT RESPONDING TO BID PLEASE SUBMIT RESPONSE INDICATING "NO RESPONSE."

Submittal Form - C-617, RECYCLABLES PROCESSING

COMPANY NAME: _____ Contact Number: _____

Return these pages with your submittal.

REQUIREMENT	IF YES, INDICATE.	IF NO, INDICATE WHY.
Can you process single stream recyclables?		
Can you provide the services for at least twelve (12) months, not to exceed eighteen (18) months?		
Do you have all licenses and permits to provide recycling processing services? Please attach copies.		
Can you provide all services including all labor, equipment, materials, tools, insurance, supervision and all other items necessary and specified for the processing of recyclable goods?	Please explain on separate page how you will do so. Limit one page, 8 1/2 by 11.	
Can you provide certification of ability to accept and process at least 800 tons of comingled recyclables per week beginning immediately upon notice to proceed?		
Can you provide minimum hours of operation required Monday through Thursday from 7 a.m. to 7 p.m.; or as needed to include Friday, Saturday, holidays, and non-regularly scheduled collection weeks?		

COMPANY NAME: _____ Contact Number: _____

Return these pages with your submittal.

Required Submittals:

Processor must provide a general description of processing methods and disposition of materials after processing. Please include and limit to one page.

Please provide location information and map to processing facility which includes:

- Distance from 55 Trinity Ave SW, 30303;
- Suggested route to facility;
- Map must be of a scale that makes potential haul routes easily identified.

Cost proposals/quotes should be submitted for the following. Please check the appropriate column:

CAN YOU ACCEPT THE FOLLOWING	YES	NO
○ ONP – 40%		
○ Mixed Paper – 35%		
○ Glass – 17%		
○ Plastic – 5%		
○ Steel cans – 2%		
○ Aluminum – less than 1%		
○ Old Corrugated Cardboard -a new addition to the curbside collection program so percentages are not available		

Unit Price Per Ton

\$ _____ (Numeric value)

**APPENDIX B
INSURANCE & BONDING REQUIREMENTS
C-617 EMERGENCY RECYCLABLES PROCESSING**

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractor/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, within 2 business days of receipt, forward to the City, at the address listed below by mail, hand-delivery or facsimile transmission, all notices received from all insurance carriers providing insurance coverages under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage of any insurance policies. All notices under this provision shall be sent to:

68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

6. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

7. Additional Insured Endorsements – Form CG 20 10 (11/85) or its equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Confirmation of this must unconditionally appear on any **Certificate of Insurance** provided by Contractor/Consultant as evidence of its compliance with this Appendix B. **Contractor/Consultant must also submit to City an Additional Insured Endorsement (Form CG 20 10 (11/85) or its equivalent) evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B . The City shall not have liability for any premiums charged for such coverage.**

8. Mandatory Sub-consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$100,000 each accident
Bodily Injury by Accident/Disease	\$100,000 each employee
Bodily Injury by Accident/Disease	\$500,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

<input checked="" type="checkbox"/>	Contractual Liability
<input checked="" type="checkbox"/>	Broad Form Property Damage
<input checked="" type="checkbox"/>	Personal Injury
<input checked="" type="checkbox"/>	Advertising Injury
<input checked="" type="checkbox"/>	Fire Legal Liability
<input checked="" type="checkbox"/>	Medical Expense
<input checked="" type="checkbox"/>	Premises Operations
<input checked="" type="checkbox"/>	Independent Contractor/Consultants/SubContractor/Consultants
<input checked="" type="checkbox"/>	Products – Completed Operations
<input checked="" type="checkbox"/>	Additional Insured Endorsement* (primary, non-contributing basis)

- ☒ Waiver of Subrogation in favor of City

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$500,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
☒ Additional Insured Endorsement* (written on a primary, non-contributing basis)
☒ Waiver of Subrogation in favor of City

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

- ☒ May be used to achieve minimum general and auto liability limits
☒ Coverage must be as broad as primary policy

F. Performance and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.
